

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35

BILL NO. S-78-05-14 (AS AMENDED) (AS AMENDED) *(as amended)*

Amended in Committee
Sept. 5, 3 1978
*Amended in Committee
Session 9/12/78*

SPECIAL ORDINANCE NO. S- 156-78

AN ORDINANCE TO PROVIDE FOR COLLECTIVE
BARGAINING, AND THE ARBITRATION OF
DISPUTES WITH RESPECT TO POLICE OFFICERS
AND FIREFIGHTERS OF THE CITY OF FORT
WAYNE, INDIANA.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
WAYNE, INDIANA, THAT:

SECTION 1. This Ordinance may be cited and referred to as
the Police Officers' and Firefighters' Arbitration Ordinance.

SECTION 2. It is hereby declared to be the public policy
of the City of Fort Wayne, Indiana:

1. That the City should recognize each labor organization
as selected by the majority police officers in an appropriate
unit, and as selected by the majority of firefighters in an
appropriate unit, and that such organizations should have the
right to bargain collectively in their respective members'
behalf.

2. That a reasonable, fair and equitable method of settling
disputes between police officers or firefighters and the City
should be established in the public interest.

3. That in the protection of the public health, safety and
welfare of the citizens of Fort Wayne, Indiana, police officers
in the Police Department and firefighters in the Fire Department
thereof should not, and will not, be accorded the right to strike.
A strike will constitute a violation of this ordinance.

SECTION 3. As used in this Ordinance, the following terms
shall have the following meanings, unless the context requires a
different interpretation:

1. The term "Police Officers" shall mean the permanent
members of the Fort Wayne Police Department in an appropriate
bargaining unit.

2. The term "Fire Fighters" shall mean the permanent members
of the Fort Wayne Fire Department in an appropriate bargaining

1
2
3 unit.

4 3. The term "factors" shall mean wages, hours of employ-
5 ment, fringe benefits and working conditions.

6 4. The term "City" shall mean the City of Fort Wayne and
7 those officially designated person(s) by the Mayor, who shall
8 act on behalf of the City on all factors.

9 5. The term "Supervisor" means a police officer having the
10 authority, in the interest of the employer, to hire, transfer,
11 suspend, lay off, recall, promote, discharge, assign, reward, or
12 discipline other police officers, or responsibly to direct them,
13 or to adjust their grievances, or effectively to recommend such
14 action, if in connection with the foregoing the exercise of such
15 authority is not of a merely routine or clerical nature, but
16 requires the use of independent judgment.

17 6. The term "bargaining unit" or "unit" shall apply to:

- 18 a. The group composed exclusively of non-
19 supervisory police officers;
20 b. The group composed exclusively of super-
21 visory police officers;
22 c. The group composed of all members of Fort
Wayne Fire Department.

23 7. The term "exclusive representative" shall mean the
24 labor organization selected by the majority of police officers
25 and fire fighters in an appropriate unit to represent them as
26 to wages, hours of employment, fringe benefits and working
27 conditions.

28 8. The term "Strike" shall mean any group action or refusal
29 to act, which results in any interference with normal activity of
30 the department, such as, but not limited to willful absence from
31 one's position, sick in, or stoppage of work or abstinence or
32 interference in whole, or in part from the full, faithful and
33 proper performance of duties of employment without the lawful
34 approval of the City.

35 SECTION 4. The police officers and fire fighters of the

1
2
3 City all have the right to bargain collectively with the City
4 and to be represented by such labor organization as selected by
5 the majority of police officers and fire fighters in an appro-
6 priate unit with respect to factors. The unit shall be recognized
7 as the exclusive representative, unless and until such recognition
8 is withdrawn by a vote of majority of police officers and
9 fire fighters in the unit. All elections shall be by secret ballot.

10 SECTION 5. Dues Deduction: The City shall, upon written
11 receipt of the authorization of a police officer or a fire
12 fighter, deduct from the pay of that employee any fee designated
13 or certified by the appropriate officer of an employees'
14 organization, and shall remit those fees to the employees'
15 organization.

16 SECTION 6. (a) It shall be the obligation of the City to
17 meet and bargain in good faith with the representative or repre-
18 sentatives of the bargaining unit within five (5) days after
19 receipt of written request for a meeting for collective bargaining
20 purposes. Notices for collective bargaining shall be given to
21 the City by service upon the Controller of the City of Fort Wayne
22 and to the presiding officer of the City Council. The obligation
23 to bargain in good faith shall include the duty to cause any
24 agreement, resulting from such negotiations, to be reduced to
25 writing. A contract may also contain a grievance procedure cul-
26 minating in final and binding arbitration on unresolved grievances,
27 but such binding arbitration shall have no power to amend, add
28 to, subtract from or supplement provisions of the contract.
29 PROVIDED, HOWEVER, that the term of any such contract in writing
30 shall not exceed three (3) years.

31 (b) The person(s) designated by the Mayor to represent the
32 City are hereby authorized to conduct all negotiations. Persons
33 so designated shall not be elected government officials.

34 (c) The Mayor shall meet with the Common Council prior to
35 negotiations to gain suggestions from the members of Council as to

1
2
3 items to be considered at the bargaining table. The Mayor shall
4 inform the Common Council at regular intervals of the progress of
5 negotiations.

6 SECTION 7. In the event that the bargaining unit and the
7 City are unable, within thirty (30) days from and including the
8 date of their first meeting, to reach an agreement on a contract,
9 any and all unresolved issues shall be submitted to mediation
10 and if need be arbitration. If the selection of a mediator can-
11 not be agreed upon mutually, the Federal Mediation and Concilia-
12 tion Service shall provide a mediator upon the request of either
13 the City or the exclusive representative. If the bargaining unit
14 representatives and the City, with the assistance of a mediator,
15 are unable within twenty-five (25) days after the date of the
16 first meeting with the mediator to reach an agreement on a con-
17 tract, any unresolved issues must be submitted to arbitration.

18 SECTION 8. Within ten (10) days from the expiration date
19 of the twenty-five (25) day period referred to in Section 7
20 hereof, the bargaining unit and the City shall begin the process
21 of selecting one arbitrator from a list of seven (7) arbitrators
22 (list with resumes of arbitrators will be provided by Federal
23 Mediation and Conciliation Service) by alternately eliminating
24 names until one arbitrator's name remains. Elimination proce-
25 dure will be determined by drawing of lots and selection must be
26 completed within ten (10) days from receipt of list from Federal
27 Mediation and Conciliation Service. The arbitrator so selected
28 shall be deemed the arbitrator.

29 SECTION 9. The arbitrator shall call a hearing to be held
30 within ten (10) days after the date of his selection. The hear-
31 ing shall be informal, and the rules of evidence prevailing in
32 judicial proceedings shall not be applicable. Any and all
33 documentary evidence and other data deemed relevant by the
34 arbitrator may be received in evidence. The arbitrator shall have
35 the power to administer oaths, to require by subpoena the

1
2
3 attendance and testimony of witnesses, the production of books, records
4 and other evidence relative or pertinent to the issues presented to him
5 for determination.

6 The hearing conducted by the arbitrator shall be concluded
7 within twenty (20) days from the time of commencement, and within ten
8 (10) days after the conclusion of the hearings the arbitrator shall
9 make written findings and conclusions upon the issues presented, a copy
10 of which shall be mailed or otherwise delivered to the bargaining unit
11 and the City. The arbitrator's decision(s) shall be considered non-
12 binding, unless the bargaining unit and the City agree prior to
13 arbitration that the decision(s) in certain areas shall be binding upon
14 both parties. Decisions in regard to annual pay and monetary fringe
15 benefits and hours of employment shall be subject to approval by the
16 Common Council in accordance with statutory authority granted by IC
17 18-1-11-2.

18 SECTION 10. The arbitrator shall conduct the hearings and render
19 his decision upon the basis of a prompt, peaceful and just settlement
20 of all disputes and issues between the bargaining unit and the City with
21 respect to factors. The matters, among other, to be given weight by the
22 arbitrator in arriving at a decision shall include:
23
24
25
26
27
28
29
30
31
32
33
34
35

1
2
3 1. Comparison of factors in respect to Police Departments
4 and Fire Departments with similar and like factors prevailing in
5 not only the local area, but prevailing in other second class
6 cities in Indiana.

7 2. The interest and welfare of the public.

8 3. Comparison of peculiarities of employment in regard to
9 other trades or professions, in particular:

- 10 a. Hazards of employment;
11 b. Physical qualifications;
12 c. Educational qualifications;
d. Mental qualifications;
e. Job training and skills.

13 4. Such other matters as the arbitrator may deem pertinent
14 or relevant.

15 SECTION 11. Reasonable fees and necessary expenses of
16 mediation and arbitration shall be borne equally by the bargaining
17 unit and the City.

18 SECTION 12. Any agreements negotiated between the bargain-
19 ing unit and the City either before, or within thirty (30) days
20 after arbitration, shall constitute the collective bargaining
21 contract with respect to the police officers or firefighters and
22 the City for the period stated therein; PROVIDED, HOWEVER, that
23 such period shall not exceed three (3) years.

24 SECTION 13. Whenever the factors, as herein defined, or any
25 other matters requiring the appropriation of money by the City
26 are included as matters of collective bargaining conducted under
27 the provisions of this Ordinance, it shall be the obligation of
28 the bargaining unit to serve written notice of request for
29 collective bargaining in respect to factors on the City at least
30 one hundred twenty (120) days before the last day on which money
31 can be appropriated by the City to cover the contract period which
32 is the subject of the collective bargaining procedure.

33 SECTION 14. If any provision of this Ordinance, or applica-
34 tion thereof to any person or circumstances, is held unconstitu-
35 tional or otherwise invalid, the remaining provisions of this

1
2
3 Ordinance shall not be affected thereby.

4 SECTION 15. This Ordinance shall be in full force and
5 effect from and after its passage and approval by the Mayor.
6

7
8 _____
Councilman
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31

32 Approved as to form and legality
33 this 7th day of September, 1978.

34 
35 John H. Logan, Attorney for Common Council

2
Amended in Committee
Sept. 5, 3 1978

*Amended in Committee
Session 9/12/78*

BILL NO. S-78-05-14 (AS AMENDED) (AS AMENDED) *(As Amended)*

SPECIAL ORDINANCE NO. S-

156-78

AN ORDINANCE TO PROVIDE FOR COLLECTIVE
BARGAINING, AND THE ARBITRATION OF
DISPUTES WITH RESPECT TO POLICE OFFICERS
AND FIREFIGHTERS OF THE CITY OF FORT
WAYNE, INDIANA.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
WAYNE, INDIANA, THAT:

SECTION 1. This Ordinance may be cited and referred to as
the Police Officers' and Firefighters' Arbitration Ordinance.

SECTION 2. It is hereby declared to be the public policy
of the City of Fort Wayne, Indiana:

1. That the City should recognize each labor organization
as selected by the majority police officers in an appropriate
unit, and as selected by the majority of firefighters in an
appropriate unit, and that such organizations should have the
right to bargain collectively in their respective members'
behalf.

2. That a reasonable, fair and equitable method of settling
disputes between police officers or firefighters and the City
should be established in the public interest.

3. That in the protection of the public health, safety and
welfare of the citizens of Fort Wayne, Indiana, police officers
in the Police Department and firefighters in the Fire Department
thereof should not, and will not, be accorded the right to strike.
A strike will constitute a violation of this ordinance.

SECTION 3. As used in this Ordinance, the following terms
shall have the following meanings, unless the context requires a
different interpretation:

1. The term "Police Officers" shall mean the permanent
members of the Fort Wayne Police Department in an appropriate
bargaining unit.

2. The term "Fire Fighters" shall mean the permanent members
of the Fort Wayne Fire Department in an appropriate bargaining

unit.

3. The term "factors" shall mean wages, hours of employment, fringe benefits and working conditions.

4. The term "City" shall mean the City of Fort Wayne and those officially designated person(s) by the Mayor, who shall act on behalf of the City on all factors.

5. The term "Supervisor" means a police officer having the authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other police officers, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

6. The term "bargaining unit" or "unit" shall apply to:

- a. The group composed exclusively of non-supervisory police officers;
- b. The group composed exclusively of supervisory police officers;
- c. The group composed of all members of Fort Wayne Fire Department.

7. The term "exclusive representative" shall mean the labor organization selected by the majority of police officers and fire fighters in an appropriate unit to represent them as to wages, hours of employment, fringe benefits and working conditions.

8. The term "Strike" shall mean any group action or refusal to act, which results in any interference with normal activity of the department, such as, but not limited to willful absence from one's position, sick in, or stoppage of work or abstinence or interference in whole, or in part from the full, faithful and proper performance of duties of employment without the lawful approval of the City.

SECTION 4. The police officers and fire fighters of the

1
2
3 City all have the right to bargain collectively with the City
4 and to be represented by such labor organization as selected by
5 the majority of police officers and fire fighters in an appro-
6 priate unit with respect to factors. The unit shall be recognized
7 as the exclusive representative, unless and until such recognition
8 is withdrawn by a vote of majority of police officers and
9 fire fighters in the unit. All elections shall be by secret ballot.

10 SECTION 5. Dues Deduction: The City shall, upon written
11 receipt of the authorization of a police officer or a fire
12 fighter, deduct from the pay of that employee any fee designated
13 or certified by the appropriate officer of an employees'
14 organization, and shall remit those fees to the employees'
15 organization.

16 SECTION 6. (a) It shall be the obligation of the City to
17 meet and bargain in good faith with the representative or repre-
18 sentatives of the bargaining unit within five (5) days after
19 receipt of written request for a meeting for collective bargaining
20 purposes. Notices for collective bargaining shall be given to
21 the City by service upon the Controller of the City of Fort Wayne
22 and to the presiding officer of the City Council. The obligation
23 to bargain in good faith shall include the duty to cause any
24 agreement, resulting from such negotiations, to be reduced to
25 writing. A contract may also contain a grievance procedure cul-
26 minating in final and binding arbitration on unresolved grievances,
27 but such binding arbitration shall have no power to amend, add
28 to, subtract from or supplement provisions of the contract.
29 PROVIDED, HOWEVER, that the term of any such contract in writing
30 shall not exceed three (3) years.

31 (b) The person(s) designated by the Mayor to represent the
32 City are hereby authorized to conduct all negotiations. Persons
33 so designated shall not be elected government officials.

34 (c) The Mayor shall meet with the Common Council prior to
35 negotiations to gain suggestions from the members of Council as to

1
2
3 items to be considered at the bargaining table. The Mayor shall
4 inform the Common Council at regular intervals of the progress of
5 negotiations.

6 SECTION 7. In the event that the bargaining unit and the
7 City are unable, within thirty (30) days from and including the
8 date of their first meeting, to reach an agreement on a contract,
9 any and all unresolved issues shall be submitted to mediation
10 and if need be arbitration. If the selection of a mediator can-
11 not be agreed upon mutually, the Federal Mediation and Concilia-
12 tion Service shall provide a mediator upon the request of either
13 the City or the exclusive representative. If the bargaining unit
14 representatives and the City, with the assistance of a mediator,
15 are unable within twenty-five (25) days after the date of the
16 first meeting with the mediator to reach an agreement on a con-
17 tract, any unresolved issues must be submitted to arbitration.

18 SECTION 8. Within ten (10) days from the expiration date
19 of the twenty-five (25) day period referred to in Section 7
20 hereof, the bargaining unit and the City shall begin the process
21 of selecting one arbitrator from a list of seven (7) arbitrators
22 (list with resumes of arbitrators will be provided by Federal
23 Mediation and Conciliation Service) by alternately eliminating
24 names until one arbitrator's name remains. Elimination proce-
25 dure will be determined by drawing of lots and selection must be
26 completed within ten (10) days from receipt of list from Federal
27 Mediation and Conciliation Service. The arbitrator so selected
28 shall be deemed the arbitrator.

29 SECTION 9. The arbitrator shall call a hearing to be held
30 within ten (10) days after the date of his selection. The hear-
31 ing shall be informal, and the rules of evidence prevailing in
32 judicial proceedings shall not be applicable. Any and all
33 documentary evidence and other data deemed relevant by the
34 arbitrator may be received in evidence. The arbitrator shall have
35 the power to administer oaths, to require by subpoena the

1
2
3 attendance and testimony of witnesses, the production of books, records
4 and other evidence relative or pertinent to the issues presented to him
5 for determination.

6 The hearing conducted by the arbitrator shall be concluded
7 within twenty (20) days from the time of commencement, and within ten
8 (10) days after the conclusion of the hearings the arbitrator shall
9 make written findings and conclusions upon the issues presented, a copy
10 of which shall be mailed or otherwise delivered to the bargaining unit
11 and the City. The arbitrator's decision(s) shall be considered non-
12 binding, unless the bargaining unit and the City agree prior to
13 arbitration that the decision(s) in certain areas shall be binding upon
14 both parties. Decisions in regard to annual pay and monetary fringe
15 benefits and hours of employment shall be subject to approval by the
16 Common Council in accordance with statutory authority granted by IC
17 18-1-11-2.

18 SECTION 10. The arbitrator shall conduct the hearings and render
19 his decision upon the basis of a prompt, peaceful and just settlement
20 of all disputes and issues between the bargaining unit and the City with
21 respect to factors. The matters, among other, to be given weight by the
22 arbitrator in arriving at a decision shall include:
23
24
25
26
27
28
29
30
31
32
33
34
35

2
3 1. Comparison of factors in respect to Police Departments
4 and Fire Departments with similar and like factors prevailing in
5 not only the local area, but prevailing in other second class
6 cities in Indiana.

7 2. The interest and welfare of the public.

8 3. Comparison of peculiarities of employment in regard to
9 other trades or professions, in particular:

- 10 a. Hazards of employment;
11 b. Physical qualifications;
12 c. Educational qualifications;
13 d. Mental qualifications;
14 e. Job training and skills.

15 4. Such other matters as the arbitrator may deem pertinent
16 or relevant.

17 SECTION 11. Reasonable fees and necessary expenses of
18 mediation and arbitration shall be borne equally by the bargaining
19 unit and the City.

20 SECTION 12. Any agreements negotiated between the bargain-
21 ing unit and the City either before, or within thirty (30) days
22 after arbitration, shall constitute the collective bargaining
23 contract with respect to the police officers or firefighters and
24 the City for the period stated therein; PROVIDED, HOWEVER, that
25 such period shall not exceed three (3) years.

26 SECTION 13. Whenever the factors, as herein defined, or any
27 other matters requiring the appropriation of money by the City
28 are included as matters of collective bargaining conducted under
29 the provisions of this Ordinance, it shall be the obligation of
30 the bargaining unit to serve written notice of request for
31 collective bargaining in respect to factors on the City at least
32 one hundred twenty (120) days before the last day on which money
33 can be appropriated by the City to cover the contract period which
34 is the subject of the collective bargaining procedure.

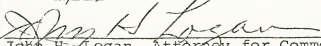
35 SECTION 14. If any provision of this Ordinance, or applica-
tion thereof to any person or circumstances, is held unconstitu-
tional or otherwise invalid, the remaining provisions of this

Ordinance shall not be affected thereby.

SECTION 15. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Councilman

Approved as to form and legality
this 7th day of September, 1978.


John H. Logan, Attorney for Common Council

AMENDMENTS TO BILL NO. S-78-05-14 (AS AMENDED) (AS AMENDED)

An amendment was made by Paul Burns:

Page 6 - Line 6 -- add after -- cities "of Indiana"

Amendment was seconded by V. Schmidt

Ayes: Nine

Nays: None

Amendment was passed

Amendment was made by D. Schmidt;

Page 3 - Line 9

Add: all elections shall be by secret ballot.

Amendment was seconded by V. Schmidt

Ayes: Nine

Nays: None

Amendment was passed

Attest: Charles W. Westerman
9/12/78 City Clerk of Fort Wayne

BARRETT, BARRETT & McNAGNY

LAWYERS

THIRD FLOOR LINCOLN BANK TOWER

FORT WAYNE, INDIANA

46802

JAMES M. BARRETT 1929

PHIL M. McNAGNY 1969

OTTO E. GRANT, JR. 1969

TELEPHONE 423-9551

AREA CODE 219

May 12, 1978

JAMES M. BARRETT, JR.

MENTOR KRAUS

J. A. BRUGGEMAN

OF COUNSEL

WILLIAM F. McNAGNY
JAMES M. BARRETT III
J. MICHAEL O'HARA
MILES C. GERBERDING
PAUL S. STEIGMEYER
JOHN M. CLIFTON, JR.
DOUGLAS E. MILLER
ROBERT S. WALTERS
JOHN F. LYONS
N. THOMAS HORTON II
JAMES M. PRICKETT
WAYNE L. WITMER
WILLIAM L. SWEET, JR.
THOMAS M. FINK
GARY J. RICKNER
JOHN D. WALDA
JAMES KODAY
JAMES P. FENTON

Mr. Charles Westerman
Clerk, City of Fort Wayne
City-County Building
Fort Wayne, Indiana 46802

Dear Mr. Westerman:

On behalf of Fort Wayne Firefighters Union, Local 124, we request that time be allotted on the agenda of the City Council at its public hearing scheduled for Tuesday evening, May 16, to present the views of the Firefighters Union on the collective bargaining bills presently before Council.

Very truly yours,

BARRETT, BARRETT & McNAGNY


William L. Sweet, Jr.

WLS:11



City Clerk Memorandum

CHARLES W. WESTERMAN, Clerk

To Mayor Robert E. Armstrong Date 8-10-78
From Charles W. Westerman - City Clerk
Subject Appearance before Common Council 8-15-78

COPIES TO:

BILL NO. S-78-05-14
(as amended)

AN ORDINANCE TO PROVIDE FOR COLLECTIVE
BARGAINING, AND THE ARBITRATION OF DISPUTES
WITH RESPECT TO POLICE OFFICERS AND FIRE-
FIGHTERS OF THE CITY OF FORT WAYNE, INDIANA

Pursuant to the request of the Common Council, the presence of
Fire Chief Don Esterline, is respectfully requested on August
15, 1978, 7:00 P.M., Room 128, Common Council Conference Room,
in regard to the above bill.

Your cooperation will be greatly appreciated.

*recd
8/10/78
CWC*



City Clerk Memorandum

CHARLES W. WESTERMAN, Clerk

To Mayor Robert E. Armstrong Date 8-10-78

From Charles W. Westerman - City Clerk

Subject Appearance before Common Council 8-15-78

COPIES TO:

BILL NO. S-78-05-14
(as amended)

AN ORDINANCE TO PROVIDE FOR COLLECTIVE
BARGAINING, AND THE ARBITRATION OF DISPUTES
WITH RESPECT TO POLICE OFFICERS AND FIRE-
FIGHTERS OF THE CITY OF FORT WAYNE, INDIANA

Pursuant to the request of the Common Council, the presence of
Police Chief Kenneth Buckmaster, is respectfully requested on
August 15, 1978, 7:00 P.M., Room 128, Common Council Conference
Room, in regard to the above bill.

Your cooperation will be greatly appreciated.

*rec'd
8/10/78
C.W.*



City Clerk Memorandum

CHARLES W. WESTERMAN, Clerk

To _____ Date Sept. 6, 1978

From Charles W. Westerman City Clerk

Subject Bill No. S-78-05-14 Collective Bargaining

COPIES TO:

Persuent to the request of members of the City Council on Tuesday Sept. 5, that you receive a copy of the amended ordinance to provide for collective bargaining. And to reinvite the Chief of Police and the Fire Department to the table of the common council on Sept. 12 at 7:00 p.m. in room 128. To relate their views on the above ordinance as amended.

Respectfully,
Charles W. Westerman
City Clerk

A handwritten signature in cursive script, appearing to read "Charlie", is written over the typed name "Charles W. Westerman".

City Clerk Memorandum

CHARLES W. WESTERMAN, Clerk



To Mayor Armstrong Date Sept. 6, 1978

From Charles W. Westerman City Clerk

Subject Bill No. S-78-05-14 Collective Bargaining

COPIES TO:

Persuent to the request of members of the City Council on Tuesday Sept. 5, that you receive a copy of the amended ordinance to provide for collective bargaining. And to reinvite the Chief of Police and the Fire Department to the table of the common council on Sept. 12 at 7:00 p.m. in room 128. To relate their views on the above ordinance as amended.

Respectfully,
Charles W. Westerman
City Clerk

Charlie

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35

Amended in Committee
Sept. 5, 3 1978
Amended in Committee
Session 4/12/78

BILL NO. S-78-05-14 (AS AMENDED) (AS AMENDED) *(as Amended)*

SPECIAL ORDINANCE NO. S- 156-78

AN ORDINANCE TO PROVIDE FOR COLLECTIVE
BARGAINING, AND THE ARBITRATION OF
DISPUTES WITH RESPECT TO POLICE OFFICERS
AND FIREFIGHTERS OF THE CITY OF FORT
WAYNE, INDIANA.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
WAYNE, INDIANA, THAT:

SECTION 1. This Ordinance may be cited and referred to as
the Police Officers' and Firefighters' Arbitration Ordinance.

SECTION 2. It is hereby declared to be the public policy
of the City of Fort Wayne, Indiana:

1. That the City should recognize each labor organization
as selected by the majority police officers in an appropriate
unit, and as selected by the majority of firefighters in an
appropriate unit, and that such organizations should have the
right to bargain collectively in their respective members'
behalf.

2. That a reasonable, fair and equitable method of settling
disputes between police officers or firefighters and the City
should be established in the public interest.

3. That in the protection of the public health, safety and
welfare of the citizens of Fort Wayne, Indiana, police officers
in the Police Department and firefighters in the Fire Department
thereof should not, and will not, be accorded the right to strike.
A strike will constitute a violation of this ordinance.

SECTION 3. As used in this Ordinance, the following terms
shall have the following meanings, unless the context requires a
different interpretation:

1. The term "Police Officers" shall mean the permanent
members of the Fort Wayne Police Department in an appropriate
bargaining unit.

2. The term "Fire Fighters" shall mean the permanent members
of the Fort Wayne Fire Department in an appropriate bargaining

1.
2
3 unit.

4 3. The term "factors" shall mean wages, hours of employ-
5 ment, fringe benefits and working conditions.

6 4. The term "City" shall mean the City of Fort Wayne and
7 those officially designated person(s) by the Mayor, who shall
8 act on behalf of the City on all factors.

9 5. The term "Supervisor" means a police officer having the
10 authority, in the interest of the employer, to hire, transfer,
11 suspend, lay off, recall, promote, discharge, assign, reward, or
12 discipline other police officers, or responsibly to direct them,
13 or to adjust their grievances, or effectively to recommend such
14 action, if in connection with the foregoing the exercise of such
15 authority is not of a merely routine or clerical nature, but
16 requires the use of independent judgment.

17 6. The term "bargaining unit" or "unit" shall apply to:

- 18 a. The group composed exclusively of non-
19 supervisory police officers;
20 b. The group composed exclusively of super-
21 visory police officers;
22 c. The group composed of all members of Fort
Wayne Fire Department.

23 7. The term "exclusive representative" shall mean the
24 labor organization selected by the majority of police officers
25 and fire fighters in an appropriate unit to represent them as
26 to wages, hours of employment, fringe benefits and working
27 conditions.

28 8. The term "Strike" shall mean any group action or refusal
29 to act, which results in any interference with normal activity of
30 the department, such as, but not limited to willful absence from
31 one's position, sick in, or stoppage of work or abstinence or
32 interference in whole, or in part from the full, faithful and
33 proper performance of duties of employment without the lawful
34 approval of the City.

35 SECTION 4. The police officers and fire fighters of the

1
2
3 City all have the right to bargain collectively with the City
4 and to be represented by such labor organization as selected by
5 the majority of police officers and fire fighters in an appro-
6 priate unit with respect to factors. The unit shall be recognized
7 as the exclusive representative, unless and until such recognition
8 is withdrawn by a vote of majority of police officers and
9 fire fighters in the unit. All elections shall be by secret ballot.

10 SECTION 5. Dues Deduction: The City shall, upon written
11 receipt of the authorization of a police officer or a fire
12 fighter, deduct from the pay of that employee any fee designated
13 or certified by the appropriate officer of an employees'
14 organization, and shall remit those fees to the employees'
15 organization.

16 SECTION 6. (a) It shall be the obligation of the City to
17 meet and bargain in good faith with the representative or repre-
18 sentatives of the bargaining unit within five (5) days after
19 receipt of written request for a meeting for collective bargaining
20 purposes. Notices for collective bargaining shall be given to
21 the City by service upon the Controller of the City of Fort Wayne
22 and to the presiding officer of the City Council. The obligation
23 to bargain in good faith shall include the duty to cause any
24 agreement, resulting from such negotiations, to be reduced to
25 writing. A contract may also contain a grievance procedure cul-
26 minating in final and binding arbitration on unresolved grievances,
27 but such binding arbitration shall have no power to amend, add
28 to, subtract from or supplement provisions of the contract.
29 PROVIDED, HOWEVER, that the term of any such contract in writing
30 shall not exceed three (3) years.

31 (b) The person(s) designated by the Mayor to represent the
32 City are hereby authorized to conduct all negotiations. Persons
33 so designated shall not be elected government officials.

34 (c) The Mayor shall meet with the Common Council prior to
35 negotiations to gain suggestions from the members of Council as to

1
2
3 items to be considered at the bargaining table. The Mayor shall
4 inform the Common Council at regular intervals of the progress of
5 negotiations.

6 SECTION 7. In the event that the bargaining unit and the
7 City are unable, within thirty (30) days from and including the
8 date of their first meeting, to reach an agreement on a contract,
9 any and all unresolved issues shall be submitted to mediation
10 and if need be arbitration. If the selection of a mediator can-
11 not be agreed upon mutually, the Federal Mediation and Concilia-
12 tion Service shall provide a mediator upon the request of either
13 the City or the exclusive representative. If the bargaining unit
14 representatives and the City, with the assistance of a mediator,
15 are unable within twenty-five (25) days after the date of the
16 first meeting with the mediator to reach an agreement on a con-
17 tract, any unresolved issues must be submitted to arbitration.

18 SECTION 8. Within ten (10) days from the expiration date
19 of the twenty-five (25) day period referred to in Section 7
20 hereof, the bargaining unit and the City shall begin the process
21 of selecting one arbitrator from a list of seven (7) arbitrators
22 (list with resumes of arbitrators will be provided by Federal
23 Mediation and Conciliation Service) by alternately eliminating
24 names until one arbitrator's name remains. Elimination proce-
25 dure will be determined by drawing of lots and selection must be
26 completed within ten (10) days from receipt of list from Federal
27 Mediation and Conciliation Service. The arbitrator so selected
28 shall be deemed the arbitrator.

29 SECTION 9. The arbitrator shall call a hearing to be held
30 within ten (10) days after the date of his selection. The hear-
31 ing shall be informal, and the rules of evidence prevailing in
32 judicial proceedings shall not be applicable. Any and all
33 documentary evidence and other data deemed relevant by the
34 arbitrator may be received in evidence. The arbitrator shall have
35 the power to administer oaths, to require by subpoena the

1
2
3 attendance and testimony of witnesses, the production of books, records
4 and other evidence relative or pertinent to the issues presented to him
5 for determination.

6 The hearing conducted by the arbitrator shall be concluded
7 within twenty (20) days from the time of commencement, and within ten
8 (10) days after the conclusion of the hearings the arbitrator shall
9 make written findings and conclusions upon the issues presented, a copy
10 of which shall be mailed or otherwise delivered to the bargaining unit
11 and the City. The arbitrator's decision(s) shall be considered non-
12 binding, unless the bargaining unit and the City agree prior to
13 arbitration that the decision(s) in certain areas shall be binding upon
14 both parties. Decisions in regard to annual pay and monetary fringe
15 benefits and hours of employment shall be subject to approval by the
16 Common Council in accordance with statutory authority granted by IC
17 18-1-11-2.

18 SECTION 10. The arbitrator shall conduct the hearings and render
19 his decision upon the basis of a prompt, peaceful and just settlement
20 of all disputes and issues between the bargaining unit and the City with
21 respect to factors. The matters, among other, to be given weight by the
22 arbitrator in arriving at a decision shall include:
23
24
25
26
27
28
29
30
31
32
33
34
35

1
2
3 1. Comparison of factors in respect to Police Departments
4 and Fire Departments with similar and like factors prevailing in
5 not only the local area, but prevailing in other second class
6 cities in Indiana.

7 2. The interest and welfare of the public.

8 3. Comparison of peculiarities of employment in regard to
9 other trades or professions, in particular:

- 10 a. Hazards of employment;
11 b. Physical qualifications;
12 c. Educational qualifications;
13 d. Mental qualifications;
14 e. Job training and skills.

15 4. Such other matters as the arbitrator may deem pertinent
16 or relevant.

17 SECTION 11. Reasonable fees and necessary expenses of
18 mediation and arbitration shall be borne equally by the bargaining
19 unit and the City.

20 SECTION 12. Any agreements negotiated between the bargain-
21 ing unit and the City either before, or within thirty (30) days
22 after arbitration, shall constitute the collective bargaining
23 contract with respect to the police officers or firefighters and
24 the City for the period stated therein; PROVIDED, HOWEVER, that
25 such period shall not exceed three (3) years.

26 SECTION 13. Whenever the factors, as herein defined, or any
27 other matters requiring the appropriation of money by the City
28 are included as matters of collective bargaining conducted under
29 the provisions of this Ordinance, it shall be the obligation of
30 the bargaining unit to serve written notice of request for
31 collective bargaining in respect to factors on the City at least
32 one hundred twenty (120) days before the last day on which money
33 can be appropriated by the City to cover the contract period which
34 is the subject of the collective bargaining procedure.

35 SECTION 14. If any provision of this Ordinance, or applica-
tion thereof to any person or circumstances, is held unconstitu-
tional or otherwise invalid, the remaining provisions of this

1
2
3 Ordinance shall not be affected thereby.

4 SECTION 15. This Ordinance shall be in full force and
5 effect from and after its passage and approval by the Mayor.
6

7
8 Councilman
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31

32 Approved as to form and legality
33 this 7th day of September, 1978.

34 John H. Logan
35 John H. Logan, Attorney for Common Council

BILL NO. S-78-05-14 (AS AMENDED) (AS AMENDED)

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE, TO PROVIDE FOR COLLECTIVE
BARGAINING, AND THE ARBITRATION OF
DISPUTES WITH RESPECT TO POLICE OFFICERS
AND FIREFIGHTERS OF THE CITY OF FORT
WAYNE, INDIANA.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
WAYNE, INDIANA, THAT:

SECTION 1. This Ordinance may be cited and referred to as
the Police Officers' and Firefighters' Arbitration Ordinance.

SECTION 2. It is hereby declared to be the public policy
of the City of Fort Wayne, Indiana:

1. That the City should recognize each labor organization
as selected by the majority police officers in an appropriate
unit, and as selected by the majority of firefighters in an
appropriate unit, and that such organizations should have the
right to bargain collectively in their respective members'
behalf.

2. That a reasonable, fair and equitable method of settling
disputes between police officers or firefighters and the City
should be established in the public interest.

3. That in the protection of the public health, safety and
welfare of the citizens of Fort Wayne, Indiana, police officers
in the Police Department and firefighters in the Fire Department
thereof should not, and will not, be accorded the right to strike.
A strike will constitute a violation of this ordinance.

SECTION 3. As used in this Ordinance, the following terms
shall have the following meanings, unless the context requires a
different interpretation:

1. The term "Police Officers" shall mean the permanent
members of the Fort Wayne Police Department in an appropriate
bargaining unit.

2. The term "Fire Fighters" shall mean the permanent members
of the Fort Wayne Fire Department in an appropriate bargaining

1
2
3 City all have the right to bargain collectively with the City
4 and to be represented by such labor organization as selected by
5 the majority of police officers and fire fighters in an appro-
6 priate unit with respect to factors. The unit shall be recognized
7 as the exclusive representative, unless and until such recognition
8 is withdrawn by a vote of majority of police officers and
9 fire fighters in the unit. *All elections shall be by secret ballot.*

10 SECTION 5. Dues Deduction: The City shall, upon written
11 receipt of the authorization of a police officer or a fire
12 fighter, deduct from the pay of that employee any fee designated
13 or certified by the appropriate officer of an employees'
14 organization, and shall remit those fees to the employees'
15 organization.

16 SECTION 6. (a) It shall be the obligation of the City to
17 meet and bargain in good faith with the representative or repre-
18 sentatives of the bargaining unit within five (5) days after
19 receipt of written request for a meeting for collective bargaining
20 purposes. Notices for collective bargaining shall be given to
21 the City by service upon the Controller of the City of Fort Wayne
22 and to the presiding officer of the City Council. The obligation
23 to bargain in good faith shall include the duty to cause any
24 agreement, resulting from such negotiations, to be reduced to
25 writing. A contract may also contain a grievance procedure cul-
26 minating in final and binding arbitration on unresolved grievances,
27 but such binding arbitration shall have no power to amend, add
28 to, subtract from or supplement provisions of the contract.
29 PROVIDED, HOWEVER, that the term of any such contract in writing
30 shall not exceed three (3) years.

31 (b) The person(s) designated by the Mayor to represent the
32 City are hereby authorized to conduct all negotiations. Persons
33 so designated shall not be elected government officials.

34 (c) The Mayor shall meet with the Common Council prior to
35 negotiations to gain suggestions from the members of Council as to

1
2
3 items to be considered at the bargaining table. The Mayor shall
4 inform the Common Council at regular intervals of the progress of
5 negotiations.

6 SECTION 7. In the event that the bargaining unit and the
7 City are unable, within thirty (30) days from and including the
8 date of their first meeting, to reach an agreement on a contract,
9 any and all unresolved issues shall be submitted to mediation
10 and if need be arbitration. If the selection of a mediator can-
11 not be agreed upon mutually, the Federal Mediation and Concilia-
12 tion Service shall provide a mediator upon the request of either
13 the City or the exclusive representative. If the bargaining unit
14 representatives and the City, with the assistance of a mediator,
15 are unable within twenty-five (25) days after the date of the
16 first meeting with the mediator to reach an agreement on a con-
17 tract, any unresolved issues must be submitted to arbitration.

18 SECTION 8. Within ten (10) days from the expiration date
19 of the twenty-five (25) day period referred to in Section 7
20 hereof, the bargaining unit and the City shall begin the process
21 of selecting one arbitrator from a list of seven (7) arbitrators
22 (list with resumes of arbitrators will be provided by Federal
23 Mediation and Conciliation Service) by alternately eliminating
24 names until one arbitrator's name remains. Elimination proce-
25 dure will be determined by drawing of lots and selection must be
26 completed within ten (10) days from receipt of list from Federal
27 Mediation and Conciliation Service. The arbitrator so selected
28 shall be deemed the arbitrator.

29 SECTION 9. The arbitrator shall call a hearing to be held
30 within ten (10) days after the date of his selection. The hear-
31 ing shall be informal, and the rules of evidence prevailing in
32 judicial proceedings shall not be applicable. Any and all
33 documentary evidence and other data deemed relevant by the
34 arbitrator may be received in evidence. The arbitrator shall have
35 the power to administer oaths, to require by subpoena the

attendance and testimony of witnesses, the production of books, records and other evidence relative or pertinent to the issues presented to him for determination.

The hearing conducted by the arbitrator shall be concluded within twenty (20) days from the time of commencement, and within ten (10) days after the conclusion of the hearings the arbitrator shall make written findings and conclusions upon the issues presented, a copy of which shall be mailed or otherwise delivered to the bargaining unit and the City. The arbitrator's decision(s) shall be considered non-binding, unless the bargaining unit and the City agree prior to arbitration that the decision(s) in certain areas shall be binding upon both parties. Decisions in regard to annual pay and monetary fringe benefits and hours of employment shall be subject to approval by the Common Council in accordance with statutory authority granted by IC 18-1-11-2. In the event

that the bargaining unit and the City are again unable to reach an agreement within the extended time period, the arbitrator shall call a hearing to be held within five (5) days from the expiration of the extended period. Such hearing is to be concluded within five (5) days from commencement, with written conclusions and findings to be reached and delivered by mail or otherwise to the bargaining unit and the City within five (5) days. The arbitrator's decision shall be conclusive and binding upon both the bargaining unit and the City.

SECTION 10. The arbitrator shall conduct the hearings and render his decision upon the basis of a prompt, peaceful and just settlement of all disputes and issues between the bargaining unit and the City with respect to factors. The matters, among others, to be given weight by the arbitrator in arriving at a decision shall include:

1
2
3 1. Comparison of factors in respect to Police Departments
4 and Fire Departments with similar and like factors prevailing in
5 not only the local area, but prevailing in other second class
6 cities in Indiana.

7 2. The interest and welfare of the public.

8 3. Comparison of peculiarities of employment in regard to
9 other trades or professions, in particular:

- 10 a. Hazards of employment;
11 b. Physical qualifications;
12 c. Educational qualifications;
d. Mental qualifications;
e. Job training and skills.

13 4. Such other matters as the arbitrator may deem pertinent
14 or relevant.

15 SECTION 11. Reasonable fees and necessary expenses of
16 mediation and arbitration shall be borne equally by the bargaining
17 unit and the City.

18 SECTION 12. Any agreements negotiated between the bargain-
19 ing unit and the City either before, or within thirty (30) days
20 after arbitration, shall constitute the collective bargaining
21 contract with respect to the police officers or firefighters and
22 the City for the period stated therein; PROVIDED, HOWEVER, that
23 such period shall not exceed three (3) years.

24 SECTION 13. Whenever the factors, as herein defined, or any
25 other matters requiring the appropriation of money by the City
26 are included as matters of collective bargaining conducted under
27 the provisions of this Ordinance, it shall be the obligation of
28 the bargaining unit to serve written notice of request for
29 collective bargaining in respect to factors on the City at least
30 one hundred twenty (120) days before the last day on which money
31 can be appropriated by the City to cover the contract period which
32 is the subject of the collective bargaining procedure.

33 SECTION 14. If any provision of this Ordinance, or applica-
34 tion thereof to any person or circumstances, is held unconstitu-
35 tional or otherwise invalid, the remaining provisions of this

1
2
3 Ordinance shall not be affected thereby.

4 SECTION 15. This Ordinance shall be in full force and
5 effect from and after its passage and approval by the Mayor.
6

7
8 Councilman
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31

32 Approved as to form and legality
33 this ____ day of September, 1978.

34 John H. Logan, Attorney for Common Council
35

1
2
3 attendance and testimony of witnesses, the production of books,
4 records and other evidence relative or pertinent to the issues
5 presented to him for determination.

6 The hearing conducted by the arbitrator shall be concluded
7 within twenty (20) days from the time of commencement, and within
8 ten (1) days after the conclusion of the hearings the arbitrator
9 shall make written findings and conclusions upon the issues pre-
10 sented, a copy of which shall be mailed or otherwise delivered
11 to the bargaining unit and the City. The arbitrator's decision(s)
12 shall be considered non-binding, unless the bargaining unit and
13 the City agree prior to arbitration that the decision(s) in certain
14 areas shall be binding upon both parties. Decisions in regard
15 to annual pay and monetary fringe benefits and hours of employment
16 shall be subject to approval by the Common Council in accordance
17 with statutory authority granted by IC 18-1-11-2. In the event
18 that the bargaining unit and the City are again unable to reach
19 an agreement within the extended time period, the arbitrator
20 shall call a hearing to be held within five (5) days from the
21 expiration of the extended period. Such hearing is to be con-
22 cluded within five (5) days from commencement, with written con-
23 clusions and findings to be reached and delivered by mail or
24 otherwise to the bargaining unit and the City within five (5)
25 days. The arbitrator's decision shall be conclusive and binding
26 upon both the bargaining unit and the City.

27 SECTION 10. The arbitrator shall conduct the hearings and
28 render his decision upon the basis of a prompt, peaceful and just
29 settlement of all disputes and issues between the bargaining unit
30 and the City with respect to factors. The matters, among others,
31 to be given weight by the arbitrator in arriving at a decision
32 shall include:
33
34
35



CITY OF FORT WAYNE
FORT WAYNE, INDIANA

VIVIAN G. SCHMIDT
MEMBER OF CITY COUNCIL
COUNCILWOMAN AT LARGE

*2 weeks - Committee
Muehlmann moved
Berra 2nd
11/11/11
motion carried*

Proposed amendments to S-78-05-14 (as amended)

1. Page 5, section 9, add after line 9:

"with regard to working conditions and hours of employment shall be conclusive and binding upon both the bargaining unit and the City. The arbitrator's decision in regard to annual pay and monetary fringe benefits shall be subject to approval by the Common Council in accordance with statutory authority granted by IC 18-1-11-2."

2. Page 5, section 9, lines 10-29-- Strike out.

3. Page 3, section 6b. Add:

Persons so designated shall not be elected officials.

4. Page 3, section 6c. New wording:

The Mayor shall meet with the Common Council prior to negotiations to gain suggestions from the members of Council as to items to be considered at the bargaining table. The Mayor shall inform the Common Council at regular intervals of the progress of negotiations.

5. Page 3, Section 6c- Strike present language.

*attest: Charles W. Westerman
9/12/78*

1
2
3 BILL NO. S-78-05-14 (AS AMENDED)

4 SPECIAL ORDINANCE NO. S-_____

5 AN ORDINANCE TO PROVIDE FOR COLLECTIVE
6 BARGAINING, AND THE ARBITRATION OF
7 DISPUTES WITH RESPECT TO POLICE OFFICERS
AND FIREFIGHTERS OF THE CITY OF FORT
WAYNE, INDIANA.

8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
9 WAYNE, INDIANA, THAT:

10 SECTION 1. This Ordinance may be cited and referred to as
11 the Police Officers' and Firefighters' Arbitration Ordinance.

12 SECTION 2. It is hereby declared to be the public policy
13 of the City of Fort Wayne, Indiana:

14 1. That the City should recognize each labor organization
15 as selected by the majority police officers in an appropriate
16 unit, and as selected by the majority of firefighters in an
17 appropriate unit, and that such organizations should have the
18 right to bargain collectively in their respective members'
19 behalf.

20 2. That a reasonable, fair and equitable method of settling
21 disputes between police officers or firefighters and the City
22 should be established in the public interest.

23 3. That in the protection of the public health, safety and
24 welfare of the citizens of Fort Wayne, Indiana, police officers
25 in the Police Department and firefighters in the Fire Department
26 thereof should not, and will not, be accorded the right to strike.
27 A strike will constitute a violation of this ordinance.

28 SECTION 3. As used in this Ordinance, the following terms
29 shall have the following meanings, unless the context requires a
30 different interpretation:

31 1. The term "Police Officers" shall mean the permanent
32 members of the Fort Wayne Police Department in an appropriate
33 bargaining unit.

34 2. The term "Fire Fighters" shall mean the permanent members
35 of the Fort Wayne Fire Department in an appropriate bargaining

unit.

3. The term "factors" shall mean wages, hours of employment, fringe benefits and working conditions.

4. The term "City" shall mean the City of Fort Wayne and those officially designated person(s) by the Mayor, who shall act on behalf of the City on all factors.

5. The term "Supervisor" means a police officer having the authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other police officers, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

6. The term "bargaining unit" or "unit" shall apply to:

- a. The group composed exclusively of non-supervisory police officers;
- b. The group composed exclusively of supervisory police officers;
- c. The group composed of all members of Fort Wayne Fire Department.

7. The term "exclusive representative" shall mean the labor organization selected by the majority of police officers and fire fighters in an appropriate unit to represent them as to wages, hours of employment, fringe benefits and working conditions.

8. The term "strike" shall mean any group action or refusal to act, which results in any interference with normal activity of the department, such as, but not limited to willful absence from one's position, sick in, or stoppage of work or abstinence or interference in whole, or in part from the full, faithful and

1
2
3 proper performance of duties of employment without the lawful
4 approval of the City.

5 SECTION 4. The police officers and fire fighters of the
6 City shall have the right to bargain collectively with the City,
7 and to be represented by such labor organization as selected by
8 the majority of police officers and fire fighters in an appro-
9 priate unit with respect to factors. The unit shall be recognized
10 as the exclusive representative, unless and until such recognition
11 is withdrawn by a vote of majority of police officers and
12 fire fighters in the unit.

13 SECTION 5. Dues Deduction: The City shall, upon written
14 receipt of the authorization of a police officer or a fire
15 fighter, deduct from the pay of that employee any fee designated
16 or certified by the appropriate officer of an employees'
17 organization, and shall remit those fees to the employees'
18 organization.

19 SECTION 6. (a) It shall be the obligation of the City to
20 meet and bargain in good faith with the representative or repre-
21 sentatives of the bargaining unit within five (5) days after
22 receipt of written request for a meeting for collective bargaining
23 purposes. Notices for collective bargaining shall be given to
24 the City by service upon the Controller of the City of Fort Wayne
25 and to the presiding officer of the City Council. The obligation
26 to bargain in good faith shall include the duty to cause any
27 agreement, resulting from such negotiations, to be reduced to
28 writing. PROVIDED, HOWEVER, that the term of any such contract
29 in writing shall not exceed three (3) years.

30 (b) The person(s) designated by the Mayor to represent the
31 City are hereby authorized to conduct all negotiations.

32 (c) It is the position of the Common Council that elected
33 officials have no role at the bargaining table although the
34 Common Council shall exercise statutory authority pursuant to
35 I.C. 18-1-11-2 to finally fix the annual pay of the employees

1
2
3 by Ordinance.

4 SECTION 7. In the event that the bargaining unit and the
5 City are unable, within thirty (30) days from and including the
6 date of their first meeting, to reach an agreement on a contract,
7 any and all unresolved issues shall be submitted to mediation
8 and if need be arbitration. If the selection of a mediator cannot
9 be agreed upon mutually, the the Federal Mediation and Consiliation
10 Service shall provide a mediator upon the request of either the
11 City or the exclusive representative. If the bargaining unit
12 representatives and the City, with the assistance of a mediator,
13 are unable within twenty-five (25) days after the date of the
14 first meeting with the mediator to reach an agreement on a con-
15 tract, any unresolved issues must be submitted to arbitration.

16 SECTION 8. Within ten (10) days from the expiration date
17 of the twenty-five (25) day period referred to in Section 7
18 hereof, the bargaining unit and the City shall begin the process
19 of selecting one arbitrator from a list of seven (7) arbitrators
20 (list with resumes of arbitrators will be provided by Federal
21 Mediation and Consiliation Service) by alternately eliminating
22 names until one arbitrator's name remains. Elimination proce-
23 dure will be determined by drawing of lots and selection must be
24 completed within ten (10) days from receipt of list from Federal
25 Mediation and Conciliation Service. The arbitrator so selected
26 shall be deemed the arbitrator.

27 SECTION 9. The arbitrator shall call a hearing to be held
28 within ten (10) days after the date of his selection. The hear-
29 ing shall be informal, and the rules of evidence prevailing in
30 judicial proceedings shall not be applicable. Any and all
31 documentary evidence and other data deemed relevant by the
32 arbitrator may be received in evidence. The arbitrator shall have
33 the power to administer oaths, to require by subpoena the
34 attendance and testimony of witnesses, the production of books,
35 records and other evidence relative or pertinent to the issues

1
2
3 presented to him for determination.

4 The hearing conducted by the arbitrator shall be concluded
5 within twenty (20) days from the time of commencement, and within
6 ten (10) days after the conclusion of the hearings the arbitrator
7 shall make written findings and conclusions upon the issues pre-
8 sented, a copy of which shall be mailed or otherwise delivered
9 to the bargaining unit and the City. The arbitrator's decision
10 shall be conclusive and binding upon both the bargaining unit
11 and the City; unless, the City can provide substantial evidence
12 to the arbitrator verifying that approval of his decision with
13 respect to wages and monetary fringe benefits would place an
14 excessive financial burden on the City of Fort Wayne.

15 If the arbitrator should determine that such evidence pro-
16 vided by the City is substantial and valid as provided for in
17 this section, City shall provide for an extension of the time
18 not to exceed thirty (30) days nor to be less than fifteen (15)
19 days for the purpose of re-negotiating a new agreement with
20 respect to such wages and monetary fringe benefits. In the event
21 that the bargaining unit and the City are again unable to reach an
22 agreement within the extended time period, the arbitrator shall
23 call a hearing to be held within five (5) days from the expiration
24 of the extended period. Such hearing is to be concluded within
25 five (5) days from commencement, with written conclusions and
26 findings to be reached and delivered by mail or otherwise to the
27 bargaining unit and the City within five (5) days. The
28 arbitrator's decision shall be conclusive and binding upon both
29 the bargaining unit and the City.

30 SECTION 10. The arbitrator shall conduct the hearings and
31 render his decision upon the basis of a prompt, peaceful and just
32 settlement of all disputes and issues between the bargaining unit
33 and the City with respect to factors. The matters, among others,
34 to be given weight by the arbitrator in arriving at a decision
35 shall include:

1
2
3 1. Comparison of factors in respect to Police Departments
4 and Fire Departments with similar and like factors prevailing in
5 not only the local area, but prevailing in other second class
6 cities.

7 2. The interest and welfare of the public.

8 3. Comparison of peculiarities of employment in regard to
9 other trades or professions, in particular:

- 10 a. Hazards of employment;
11 b. Physical qualifications;
12 c. Educational qualifications;
d. Mental qualifications;
e. Job training and skills.

13 4. Such other matters as the arbitrator may deem pertinent
14 or relevant.

15 SECTION 11. Reasonable fees and necessary expenses of
16 mediation and arbitration shall be borne equally by the bargaining
17 unit and the City.

18 SECTION 12. Any agreements negotiated between the bargain-
19 ing unit and the City either before, or within thirty (30) days
20 after arbitration, shall constitute the collective bargaining
21 contract with respect to the police officers or firefighters and
22 the City for the period stated therein; PROVIDED, HOWEVER, that
23 such period shall not exceed three (3) years.

24 SECTION 13. Whenever the factors, as herein defined, or any
25 other matters requiring the appropriation of money by the City
26 are included as matters of collective bargaining conducted under
27 the provisions of this Ordinance, it shall be the obligation of
28 the bargaining unit to serve written notice of request for
29 collective bargaining in respect to factors on the City at least
30 one hundred twenty (120) days before the last day on which money
31 can be appropriated by the City to cover the contract period which
32 is the subject of the collective bargaining procedure.

33 SECTION 14. If any provision of this Ordinance, or applica-
34 tion thereof to any person or circumstances, is held unconstitu-
35 tional or otherwise invalid, the remaining provisions of this

1
2
3 Ordinance shall not be affected thereby.

4 SECTION 15. This Ordinance shall be in full force and
5 effect from and after its passage and approval by the Mayor.
6

7 _____
8 Councilman
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

30 Approved as to form and legality
31 this ____ day of May, 1978.

32 _____
33 John H. Logan, Attorney for Common Council
34
35

1
2
3 BILL NO. ~~S~~78-05- 14
4

5 SPECIAL ORDINANCE NO. S- _____

6 AN ORDINANCE TO PROVIDE FOR COLLECTIVE
7 BARGAINING, AND THE ARBITRATION OF
8 DISPUTES WITH RESPECT TO POLICE OFFICERS
9 AND FIREFIGHTERS OF THE CITY OF FORT
10 WAYNE, INDIANA.

11 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
12 FORT WAYNE, INDIANA, THAT:

13 SECTION 1. This Ordinance may be cited and referred to as
14 the Police Officers' and Firefighters" Arbitration Or-
15 dinance.

16 SECTION 2. It is hereby declared to be the public
17 policy of the City of Fort Wayne, Indiana;

18 1. That the City should recognize each labor organiza-
19 tion as selected by the majority police officers in an appro-
20 priate unit, and as selected by the majority of firefighters
21 in an appropriate unit, and that such organizations should
22 have the right to bargain collectively in their respective
23 members' behalf.

24 2. That a reasonable, fair and equitable method of
25 settling disputes between police officers or firefighters
26 and the City should be established in the public interest.

27 SECTION 3. As used in this Ordinance, the following
28 terms shall have the following meanings, unless the context
29 requires a different interpretation:

30 1. The term "Police Officers" shall mean the permanent
31 members of the Fort Wayne Police Department in an appropriate
32 bargaining unit.

33 2. The term "Fire Fighters" shall mean the permanent
34 members of the Fort Wayne Fire Department in an appropriate
35 bargaining unit.

3. The term "factors" shall mean wages, hours of em-
ployment, fringe benefits and working conditions.

1 4. The term "City" for the purposes of collective
2 bargaining under the provisions of this Ordinance shall mean
3 the mayor's designees when such collective bargaining con-
4 cerns all factors of employment except wages and monetary
5 fringe benefits; the "City" shall mean the designees of the
6 City Council of Fort Wayne when collective bargaining concerns
7 wages and monetary fringe benefits.

8 5. The term "Supervisor" means a police officer having
9 the authority, in the interest of the employer, to hire,
10 transfer, suspend, lay off, recall, promote, discharge, assign,
11 reward, or discipline other police officers, or responsibly
12 to direct them, or to adjust their grievances, or effectively
13 to recommend such action, if in connection with the foregoing
14 the exercise of such authority is not of a merely routine or
15 clerical nature, but requires the use of independent judgment.

16 6. The term "bargaining unit" or "unit" shall apply to:

- 17 a. The group composed exclusively of non-
18 supervisory police officers;
19 b. The group composed exclusively of super-
20 visory police officers;
21 c. The group composed of all members of Fort
22 Wayne Fire Department.

23 7. The term "exclusive representative" shall mean the
24 labor organization selected by the majority of police officers
25 and fire fighters in an appropriate unit to represent them as
26 to wages, hours of employment, fringe benefits and working
27 conditions.

28 SECTION 4. The police officers and fire fighters of
29 the City shall have the right to bargain collectively with
30 the City and to be represented by such labor organization
31 as selected by the majority of police officers and fire fighters
32 in an appropriate unit with respect to factors. The unit
33 shall be recognized as the exclusive representative, unless
34 and until such recognition is withdrawn by a vote of a majority
35 of the police officers and fire fighters in the unit.

SECTION 5. Dues Deduction: The City shall, upon written

1 receipt of the authorization of a police officer or a fire
2 fighter, deduct from the pay of that employee any fee design-
3 nated or certified by the appropriate officer of an employees'
4 organization, and shall remit those fees to the employees'
5 organization.

6 SECTION 6. It shall be the obligation of the City to
7 meet and bargain in good faith with the representative or
8 representatives of the bargaining unit within five (5) days
9 after receipt of written request for a meeting for collective
10 bargaining purposes. Notices for collective bargaining shall
11 be given to the City by service upon the Controller of
12 the City of Fort Wayne and to the presiding officer of the
13 City Council. The obligation to bargain in good faith shall
14 include the duty to cause any agreement, resulting from such
15 negotiations, to be reduced to writing. PROVIDED, HOWEVER,
16 that the term of any such contract in writing shall not exceed
17 three (3) years.

18 SECTION 7. In the event that the bargaining unit and
19 the City are unable, within thirty (30) days from and
20 including the date of their first meeting, to reach an agree-
21 ment on a contract, any and all unresolved issues shall be
22 submitted to mediation and if need be arbitration. If the
23 bargaining unit representatives and the City with the assistance
24 of a mediator, are unable within twenty-five (25) days after the
25 date of the first meeting with the mediator to reach an agree-
26 ment on a contract, any unresolved issues must be submitted to
27 arbitration.

28 SECTION 8. Within ten (10) days from the expiration
29 date of the twenty-five (25) day period referred to in Section 7
30 hereof, the bargaining unit and the City shall begin the pro-
31 cess of selecting one arbitrator from a list of seven (7)
32 arbitrators (list with resumes of arbitrators will be provided
33 by Federal Mediation and Conciliation Service) by alternately
34 eliminating names until one arbitrator's name remains. Elimination
35 procedure will be determined by drawing of lots and selection

1 five (5) days from the expiration of the extended period.
2 Such hearing is to be concluded within five (5) days from
3 commencement, with written conclusions and findings to be
4 reached and delivered by mail or otherwise to the bargaining
5 unit and the City within five (5) days. The arbitrator's
6 decision shall be conclusive and binding upon both the bar-
7 gaining unit and the City.

8 SECTION 10. The arbitrator shall conduct the hearings
9 and render his decision upon the basis of a prompt, peaceful
10 and just settlement of all disputes and issues between the
11 bargaining unit and the City with respect to factors. The
12 matters, among others, to be given weight by the arbitrator in
13 arriving at a decision shall include:

14 1. Comparison of factors in respect to Police
15 Departments and Fire Departments with similar and like factors
16 prevailing in not only the local area, but prevailing in other
17 second class cities.

18 2. The interest and welfare of the public.

19 3. Comparison of peculiarities of employment in regard
20 to other trades or professions, in particular:

- 21 a. Hazards of employment;
- 22 b. Physical qualifications;
- 23 c. Educational qualifications;
- 24 d. Mental qualifications;
- 25 e. Job training and skills.

26 4. Such other matters as the arbitrator may deem per-
27 tinent or relevant.

28 SECTION 11. Reasonable fees and necessary expenses of
29 mediation and arbitration shall be borne equally by the bar-
30 gaining unit and the City.

31 SECTION 12. Any agreements negotiated between the
32 bargaining unit and the City either before, or within thirty
33 (30) days after arbitration, shall constitute the collective
34 bargaining contract with respect to the police officers or
35 firefighters and the City for the period stated therein;
PROVIDED, HOWEVER, that such period shall not exceed three (3)
years.

1 SECTION 13. Whenever the factors, as herein defined, or
2 any other matters requiring the appropriation of money by the
3 City are included as matters of collective bargaining conducted
4 under the provisions of this Ordinance, it shall be the
5 obligation of the bargaining unit to serve written notice of
6 request for collective bargaining in respect to factors on
7 the City at least one hundred twenty (120) days before the
8 last day on which money can be appropriated by the City to
9 cover the contract period which is the subject of the collec-
10 tive bargaining procedure.

11 SECTION 14. If any provision of this Ordinance, or
12 application thereof to any person or circumstances, is held
13 unconstitutional or otherwise invalid, the remaining provisions
14 of this Ordinance shall not be affected thereby.

15 SECTION 15. This Ordinance shall be in full force and
16 effect from and after its passage and approval by the Mayor.

17
18 
19 _____
20 Councilman
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35

Approved as to form and legality
this 5 day of May, 1978.



John H. Logan, Attorney for Common Council

Read the first time in full and on motion by P. H. H., seconded by

Hinggo, and duly adopted, read the second time by title and referred to the Committee on Annexation (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 5-8-78

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Stier,

seconded by V. Schmidt, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	<u>0</u>	_____	_____	_____
<u>BURNS</u>	<u>X</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>X</u>	_____	_____	_____	_____
<u>HUNTER</u>	<u>X</u>	_____	_____	_____	_____
<u>MOSES</u>	<u>X</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>X</u>	_____	_____	_____	_____
<u>STIER</u>	<u>X</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>X</u>	_____	_____	_____	_____

DATE: 9-12-78

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

(ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE

(RESOLUTION) No. J-156-78 on the 12th day of September, 1978.

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th day of September, 1978 at the hour of 11:30 o'clock A. M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 21 day of Sept, 1978, at the hour of 2:00 o'clock _____ M., E.S.T.

Rachel Elumetony
MAYOR

Bill No. S-78-05-14 *(60 amended) (60 amended) (60 amended)*

REPORT OF THE COMMITTEE ON ANNEXATION

We, your Committee on Annexation to whom was referred an Ordinance
TO PROVIDE FOR COLLECTIVE BARGAINING, AND THE ARBITRATION OF
DISPUTES WITH RESPECT TO POLICE OFFICERS AND FIREFIGHTERS OF THE
CITY OF FORT WAYNE, INDIANA

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance *DO* PASS. *(60 amended) (60 amended) (60 amended)*

JAMES S. STIER - CHAIRMAN
WILLIAM T. HINGA - VICE CHAIRMAN
VIVIAN G. SCHMIDT
JOHN HUCKOLS
DONALD J. SCHMIDT

James S. Stier
William T. Hinga
Vivian G. Schmidt
John Huckols

DATE 9-12-78 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK

as defined in this ordinance

If a bargaining unit engages in a strike, work stoppage,
or other concerted job action, the city shall impound and not remit
the bargaining unit's dues as obtained by salary-deduction
for one year.

Read the first time in full and on motion by _____, seconded by

_____, and duly adopted, read the second time by title and referred to the
Committee on _____ (and the City Plan Commission for
recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers,
City-County Building, Fort Wayne, Indiana, on _____, the _____ day
of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: _____

CITY CLERK

Read the third time in full and on motion by Ordinance by D. Schmidt
seconded by _____, and duly adopted, placed on its passage.

PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>7</u>	<u>7</u>	_____	_____	_____
<u>BURNS</u>	<u>X</u>	_____	_____	_____	_____
<u>HINGA</u>	_____	<u>X</u>	_____	_____	_____
<u>HUNTER</u>	_____	<u>X</u>	_____	_____	_____
<u>MOSES</u>	_____	<u>X</u>	_____	_____	_____
<u>NUCKOLS</u>	_____	<u>X</u>	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	_____	<u>X</u>	_____	_____	_____
<u>STIER</u>	_____	<u>X</u>	_____	_____	_____
<u>TALARICO</u>	_____	<u>X</u>	_____	_____	_____

DATE: _____

CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as
(ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE
(RESOLUTION) No. _____ on the _____ day of _____, 19____.
ATTEST: (SEAL)

CITY CLERK

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the _____
day of _____, 19____, at the hour of _____ o'clock _____ M., E.S.T.

CITY CLERK

Approved and signed by me this _____ day of _____, 19____,
at the hour of _____ o'clock _____ M., E.S.T.

MAYOR

17001 OF 1

AMENDMENTS TO 78-05-14

SECTION 2 (PAGE 1)

ADD THE FOLLOWING:

3. THAT IN THE PROTECTION OF THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE CITIZENS OF FT. WAYNE, INDIANA, POLICE OFFICERS IN THE POLICE DEPT. AND FIREFIGHTERS IN THE FIRE DEPT. THEREOF SHOULD NOT, AND WILL NOT, BE ACCORDED THE RIGHT TO STRIKE. A STRIKE WILL CONSTITUTE A VIOLATION OF THIS ORDINANCE.

SECTION ³ (PAGE 2)

DELETE ITEM 4

ADD NEW ITEM 4 AS FOLLOWS:

4. THE TERM "CITY" SHALL MEAN THE CITY OF FORT WAYNE AND THOSE OFFICIALLY DESIGNATED PERSON(S) BY THE MAYOR, WHO SHALL ACT ON BEHALF OF THE CITY ON ALL FACTORS

ADD NEW ITEM 8 AS FOLLOWS:

8. THE TERM "STRIKE" SHALL MEAN ANY GROUP ACTION OR REFUSAL TO ACT, WHICH RESULTS IN ANY INTERFERENCE WITH NORMAL ACTIVITY OF THE DEPARTMENT, SUCH AS, BUT NOT LIMITED TO WILLFUL ABSENCE FROM ONE'S POSITION, ~~OR ABSTINANCE~~ SICK IN, OR STOPPAGE OF WORK OR ABSTINANCE OR INTERFERENCE IN WHOLE, OR IN PART FROM THE FULL, FAITHFUL AND PROPER PERFORMANCE OF DUTIES OF EMPLOYMENT WITHOUT THE LAWFUL APPROVAL OF THE CITY.

SECTION 6 (PAGE 3)

IDENTIFY EXISTING PARAGRAPH AS (a)

ADD NEW ITEM B AS FOLLOWS:

B. THE PERSON(S) DESIGNATED BY THE MAYOR TO REPRESENT THE CITY ARE HEREBY AUTHORIZED TO CONDUCT ALL NEGOTIATIONS.

ADD NEW ITEM C AS FOLLOWS:

C. IT IS THE POSITION OF THE COMMON COUNCIL THAT ELECTED OFFICIALS HAVE NO ROLE AT THE BARGAINING TABLE ALTHOUGH THE COMMON COUNCIL SHALL EXERCISE STATUTORY AUTHORITY PURSUANT TO IC-18-1-11-2 TO FINALLY FIX THE ANNUAL PAY OF THE EMPLOYEES BY ORDINANCE.

SECTION 7 (PAGE 3)

BETWEEN THE WORD "ARBITRATION" AND "IF" ON LINE 22, ADD THE FOLLOWING:

IF THE SELECTION OF A MEDIATOR CANNOT BE AGREED UPON MUTUALLY, THEN THE FEDERAL MEDIATION AND CONCILIATION SERVICE SHALL PROVIDE A MEDIATOR UPON THE REQUEST OF EITHER THE CITY OR THE EXCLUSIVE REPRESENTATIVE.

OR ABSTINANCE OR INTERFERENCE IN
THE FULL, FAITHFUL AND